

SERIAL 15031 ROQ LAW ENFORCEMENT PSYCHOLOGICAL EVALUATION SERVICES
– MCSO Contract - Jeni McCutcheon Psy. D, PLLC

DATE OF LAST REVISION: June 18, 2015

CONTRACT END DATE: June 30, 2018

CONTRACT PERIOD THROUGH JUNE 30, 2018

TO: All Departments

FROM: Office of Procurement Services

SUBJECT: Contract for **LAW ENFORCEMENT PSYCHOLOGICAL EVALUATION SERVICES**
- MCSO

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 18, 2015**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

AS/mm
Attach

Copy to: Office of Procurement Services
 Amie Bristol, MCSO
 Sue Malinowsky, MCSO

(Please remove Serial 08087-S from your contract notebooks)



CONTRACT PURSUANT TO ROQ

SERIAL 15031-ROQ

This Contract is entered into this 18th day of June, 2015 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Jeni McCutcheon Psy.D, PLLC., an Arizona corporation ("Contractor") for the purchase of law enforcement evaluation services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 18th day of June, 2015 and ending the 30th day of June, 2018.
- 1.2 The County may, at its option and with the agreement of the Contractor, renew the term of this Contract for additional terms up to a maximum of three (3) years, (or at the County's sole discretion, extend the contract on a month-to-month bases for a maximum of six (6) months after expiration). The County shall notify the Contractor in writing of its intent to extend the Contract term at least sixty (60) calendar days prior to the expiration of the original contract term, or any additional term thereafter.

2.0 FEE ADJUSTMENTS:

- 2.1 Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A."
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.

3.3 INVOICES:

- 3.3.1 The Contractor shall submit in a manner acceptable to the County one (1) legible copy of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact
- County bill-to name and contact information
- Contract Serial Number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service
- Quantity (number of evaluations or hourly service by type)

- Evaluated individual's full name as identifier
- Description of Purchase (services)
- Pricing per unit of purchase
- Extended price
- Arrival and completion time (if applicable)
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Submit ALL invoices to the following e mail or postal address:

MCSO Finance –Accounts Payable
mcssoaccountspayable@mail.maricopa.gov (PREFERRED)
550 West Jackson Street
Phoenix, AZ 85003

3.3.4 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).

3.3.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.4 APPLICABLE TAXES:

3.4.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.

3.4.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.

3.4.3 **Tax Indemnification:** Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold Maricopa County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.5 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.6 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE):

3.6.1 The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the

concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.7 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

3.7.1 County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County may provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss, or expense that is attributable to bodily injury, sickness, disease, death or injury to, impairment of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any

one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE.

6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.

6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.

6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

6.2.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.8 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.9 **Workers' Compensation.**

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Lessee's employees engaged in the performance of the work or services under this Lease; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Lessee, its contractors and its subcontractors waive all rights against Lessor and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Lessee, its contractors and its subcontractors pursuant to this Lease.

6.2.10 **Medical Mal – Any contractor that has a medical degree doing work with patience such as Psych or any other type of treatment**

Medical Malpractice insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for Medical Malpractice of the Contractor, with limits of no less than \$5,000,000 for each claim.

6.2.11 Certificates of Insurance.

6.2.12.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.12.2 In the event any insurance policy (ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.12 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 **FORCE MAJEURE**

6.3.1 Neither party shall be liable for failure of performance, nor incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Contract if such delay or failure is caused by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include Acts of God/Nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, riots, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, lockout, blockage, embargo, labor dispute, strike, interruption or failure of electricity or telecommunication service.

6.3.2 Each party, as applicable, shall give the other party notice of its inability to perform and particulars in reasonable detail of the cause of the inability. Each party must use best efforts to remedy the situation and remove, as soon as practicable, the cause of its inability to perform or comply.

6.3.3 The party asserting *Force Majeure* as a cause for non-performance shall have the burden of proving that reasonable steps were taken to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.

6.3.4 The County shall reserve the right to terminate this Contract and/or any applicable order or contract release purchase order upon non-performance by Contractor. The County shall reserve the right to extend the Contract and time for performance at its discretion.

6.4 WARRANTY OF SERVICES:

6.4.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.4.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.5 REQUIREMENTS CONTRACT:

6.5.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials or services contained in the Contract, they will be purchased from the Contractor awarded that item if the Contractor can meet all the delivery requirements of the County. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

6.5.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

6.5.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

6.6 SUSPENSION OF WORK

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

6.7 STOP WORK ORDER

The Procurement Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days

after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 6.7.1 Cancel the stop-work order; or
- 6.7.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 6.7.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

6.8 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

6.9 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 6.9.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 6.9.2 Make progress, so as to endanger performance of this contract; or
- 6.9.3 Perform any of the other provisions of this contract.
- 6.9.4 The County's right to terminate this contract under these subparagraph may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

6.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.11 CONTRACTOR LICENSE REQUIREMENT:

- 6.11.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws,

ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

6.12 SUBCONTRACTING:

6.12.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

6.12.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates or the County has approved the increase. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

6.13 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

6.14 ADDITIONS/DELETIONS OF SERVICE:

6.14.1 The County reserves the right to add and/or delete materials and services to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials or services are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

6.15 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

6.16 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.17 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

6.18 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors.

Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website http://www.azgovernor.gov/dms/upload/EO_2009_09.pdf which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

6.19 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.19.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

6.19.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.19.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.19.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.19.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.19.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.20 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.20.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

6.20.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 6.20.1 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the

Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.21 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

6.21.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

6.21.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

6.22 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

6.22.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.22.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.22.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

6.23 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.24 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

6.25 PUBLIC RECORDS:

Under Arizona law, all Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection and copying after Contract award and execution, except for such Offers or sections thereof determined to contain proprietary or confidential information by the Office of Procurement Services. If an Offeror believes that information in its Offer or any resulting Contract should not be released in response to a public record request under Arizona law, the Offeror shall indicate the specific information deemed confidential or proprietary and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise from disclosure. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code.

6.26 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.27 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.28 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

6.29 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.30 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.31 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.31.1 Exhibit A, Pricing;

6.31.2 Exhibit B, Scope of Work;

NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Office of Procurement Services
ATTN: Contract Administration
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

Jeni McCutcheon Psy.D., PLLC
P.O. Box 7677
Goodyear, AZ 85338

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

EXHIBIT A

PRICING

SERIAL 15031-ROQ					
NIGP CODE: 94876					
RESPONDENT'S NAME:			JeniMcCutcheon Psy.D., PLLC		
COUNTY VENDOR NUMBER:			20110025610		
ADDRESS:			PO Box 7677 Goodyear, AZ 85338		
P.O. ADDRESS:			PO Box 7677 Goodyear, AZ 85338		
TELEPHONE NUMBER:			602-368-2526		
FACSIMILE NUMBER:			602-368-2527		
WEB SITE:			www.drjeni.org		
CONTACT (REPRESENTATIVE):			Dr. Jeni McCutcheon		
REPRESENTATIVE'S E-MAIL ADDRESS:			jenimccutcheon@aol.com		

	YES	NO	REBATE
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	<input type="checkbox"/>	X	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	<input type="checkbox"/>	X	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: (Payment shall be made within 48 hours of utilizing the Purchasing Card)	<input type="checkbox"/>	X	%

<input checked="" type="checkbox"/> NET 30 DAYS

1.0 PRICING:									
ITEM DESCRIPTION									
1.1 Law Enforcement Psychological Evaluations Services in full compliance with the requirements as stated in this solicitation/proposal:						\$300	/per evaluation		
1.2 Provide consultation and general advisement to Sheriff's Managers as needed (Section 2.4.2)						\$100	/per hour		
1.3 Provide court testimony related to psychological evaluations provided by the individual Contractor as needed (Section 2.3.2)						\$100	/per hour		
Section 2.1.2, CONTRACTOR QUALIFICATIONS, states that applicant shall have a verifiable background in police and/or forensic psychology, and be familiar with IACP International Associates of Chiefs of Police) standards. Check YES or NO, regarding your full compliance with this Section.						YES X	NO		
MANDATORY: Attach a copy of your current Arizona license, as requested in section 2.1.1.									
Applicant by way of response to this formal solicitation/proposal certifies their full understanding and compliance with the requirements of this solicitation/proposal and understanding of the pre-determined fees/compensation as stated.									
Fees exceeding \$300.00 per evaluation will not be considered. Fees exceeding \$100.00 for Contractor other compensations (24 hour access, consultation and general advisement, court testimony related to psychological evaluations) will not be considered. Proposers/respondents are encouraged to submit competitive fees when submitting responses. Preparation, supplementary individual counseling, and documentation time shall be considered part of, and included in, the fee/rate offered.									

EXHIBIT B

SCOPE OF WORK

1.0 INTENT:

The intent of this solicitation is to identify qualified psychologists and/or psychiatrists to provide law enforcement evaluation services to/for the Maricopa County Sheriff's Office (MCSO). Psychological testing and clinical interviews may be required for up to 1,700 individuals on an annual basis. Pre-employment evaluations, fitness for duty evaluations, call-outs for interventions regarding serious police incidents to include shootings, in line of duty deaths, among others may be required. MCSO duty descriptions including, but not limited to Deputy Sheriff, Call Taker, Emergency Dispatcher, Detention Officer, and certain Inmate Program positions; including, but not limited to: ALPHA (substance abuse rehabilitation) Supervisor, Clinical Director, Counselor, Principal, Program Coordinator, Programs Supervisor, Social Worker, Social Worker Supervisor, Teacher, Teacher Assistant/Aide, Transition Coordinator, and Volunteer Program Coordinator require psychological evaluations prior to a final hiring decision, at the determination of MCSO. Additional positions requiring psychological examinations may be added as the needs of the Office dictate. Fees/compensation has been predetermined, and *are not* negotiable. The contract resultant of this solicitation shall be a requirements contract, based solely upon the current needs of MCSO. No quantity of work or assignments is guaranteed to any awardee.

Other governmental entities under agreement with the County may have access to services provided hereunder.

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs.

2.0 SCOPE OF WORK:

2.1 CONTRACTOR QUALIFICATIONS:

2.1.1 Applicant/Contractor shall be currently licensed as a psychologist or psychiatrist in the State of Arizona **and** shall maintain the required licensing for the duration of which the contractor provides these services to the County.

2.1.2 Applicant shall have a verifiable background in public safety and/or forensic psychology, and be familiar with International Association of Chiefs of Police (IACP) standards.

2.1.2.1 Applicant/Contractor shall have one year of public safety psychological screening experience.

2.2 PRE EMPLOYMENT SCREEN:

2.2.1 REPORTS

2.2.1.1 Contractor shall provide a written report in non-technical terms for ALL evaluations requested by MCSO. Written report(s) will be provided to MCSO no later than seven (7) working days after the date of the applicant's evaluation appointment. Subject written reports shall include at a minimum, but not be limited to:

2.2.1.1.1 The psychological test(s) utilized and what each test indicated about the applicant in regards to the position applied for, and the fitness for the position in regarding those tests.

2.2.1.1.2 An assessment of the information obtained during the Psych oral interview and background interview.

2.2.1.1.3 A behavioral description of the applicant.

2.2.1.1.4 Contractor shall utilize a recognized ranking system of one through five (1 -5) or A through F including (+) or (-), and shall make the ranking system known to MCSO, prior to submission of any written report.

2.2.1.1.4.1 The reports shall be submitted to the Division Commander at MCSO Pre-Employment Services for review.

2.2.2 TESTS:

2.2.2.1 The evaluation(s) shall include written and/or video tests including an oral interview, and will be conducted on-site at MCSO location, or at the Contractor's office, dependent upon scheduling needs of the Sheriff's Office.

2.2.2.2 The psychological tests utilized shall be recognized by the International Association of Chiefs of Police (IACP) as instruments utilized in pre-employment law enforcement psychological evaluations. The IACP recognized tests currently used by MCSO include but are not limited to the following:

2.2.2.2.1 Wonderlic

2.2.2.2.2 Personality assessment inventory

2.2.2.2.3 Minnesota Multiphasic personality Inventory[®] (MMPI[®]-2)

2.2.2.2.4 California Psychological Inventory (CPI)

2.2.2.2.5 Personality Assessment Inventory (PAI)

2.2.2.2.6 Behavioral Personnel Assessment Device (B-Pad)

2.2.2.3 Other tests may be acceptable if pre-approved by the MCSO Pre-Employment Services Division Commander or his/her superior (Sheriff, Chief Deputy, Chief, or Deputy Chief).

2.2.2.3.1 Any and all cognitive assessment tools shall be administered and scored *ONLY* by the contracted professional(s).

2.2.2.3.2 Additional testing of the applicant may be deemed necessary. That determination will be decided by the Pre-Employment Services Division Commander and will take place either in-house at MCSO or at the contracted professional's office.

2.2.2.3.3 Additional test results shall be submitted to the MCSO Pre-Employment Services Division Commander in secure electronic format.

2.2.3 EVALUATION CONSULTING:

2.2.3.1 Consultation with MCSO command staff regarding individuals who were referred for pre-employment evaluation may be required on a case by case basis. Said consultation is included within the fee for pre-employment screening.

2.3 HOURLY SERVICES:

2.3.1 To provide consultation and general advisement to Sheriff's Managers as needed regarding the assessments the Contractor has completed.

2.3.2 To provide court testimony related to psychological evaluations provided by the individual contractor as needed if subpoenaed by the court. Compensation rate is \$100.00 per hour.

2.4 FEES/COMPENSATION:

- 2.4.1 Fees/compensation are pre-determined and are not negotiable.
- 2.4.2 Contractor shall be compensated \$300.00 per properly completed evaluation. No compensation shall be paid by MCSO until all evaluation requirements are complete and properly received and invoiced by MCSO. Contractor compensation for other MCSO requirements is pre-determined at an hourly rate of \$100.00 per hour.

NARRATIVE

Executive Summary

Synopsis of Firm's History:

Jeni McCutcheon Psy.D., PLLC integrates the extensive police and public safety psychology expertise of Jeni McCutcheon, Psy.D., M.S.C.P, ABPP with that of her five contract psychologist providers. Jeni McCutcheon Psy.D., PLLC is a Professional Limited Liability Company in existence for over a decade and is solely owned by Dr. McCutcheon. Dr. McCutcheon has maintained an independent police and public safety psychology private practice in Phoenix since 2001. She has worked in the police and public safety psychology field in the Phoenix area since 1999.

Dr. McCutcheon has worked with MCSO continuously for the last 16 years. She was an in house psychologist and a past Director/Commander of the MCSO Behavioral Health Services Unit (BHSU) for many years (1999-2008). Since 1999, Dr. McCutcheon has had the privilege of being a current psychologist provider of these psychological consulting services for MCSO. From 2008 to 2012, her co-owned company, M & M Public Safety Psychology Services, PLLC, provided these services to MCSO. When the co-owner, Dr. John Moran, retired from police and public safety psychology in late 2012, Dr. McCutcheon assumed the contract and since that time has provided these services, conducting business as Jeni McCutcheon Psy.D., PLLC. Over the last five years, Dr. McCutcheon and her companies have provided over 500 pre-employment evaluations for MCSO. Prior to this, she supervised and oversaw the thousands of applicant evaluations as well as all other psychological services provided when she was Director/Commander of the MCSO BHSU. Dr. McCutcheon has enjoyed working with and considers it a privilege to work with MCSO personnel. She is now bidding to hopefully continue her positive business relationship with MCSO.

The mission of Jeni McCutcheon Psy.D., PLLC is to provide high quality psychological services delivered with competence, integrity and professionalism to our clients. We educate consumers as well as provide assessment conclusions. We tailor psychological expertise to the departments' specific issues and concerns. We stay knowledgeable about the professional literature and laws related to psychological services for public safety officers. We maintain contact with other state and local agencies and professional organizations to exchange information and expertise. We adhere to the ethical standards of the American Psychological Association, and the guidelines of the International Association of Chiefs of Police and AZ POST. We are accountable for the procedures we use, the psychological dimensions by which we evaluate potential employees, and the traits we identify and measure as relevant to police and public safety work. We rely upon internal quality assurance procedures to ensure reliability of opinions offered, and that evaluations comply with our policy and procedures standards. We recognize the importance of maintaining a profile within the department that makes us available, approachable and encourages personnel to utilize psychological expertise. We welcome feedback on the performance of incumbents to improve our knowledge base and procedures.

Experience Providing Psychological Services to Police and Public Safety Agencies:

Dr. McCutcheon has worked full time continuously in the field of police and public safety psychology since 1999. In multiple settings (within agency and in independent practice) she has formed teams and systems for psychological service provision in this psychology specialization area. These services encompass pre-employment post-conditional offer psychological evaluations, specialty selection (SWAT) evaluations, officer involved shooting interventions and other clinical psychotherapy services, as well as training and consultation for public safety employees and their families based on model standards of police and public safety psychological practice.

Dr. McCutcheon is a Board Certified Specialist in Police & Public Safety Psychology (ABPP). She is currently a Board Member of the American Board of Police & Public Safety Psychology. She is the immediate Past General Chair of the Police Psychological Services Section of the International Association of Chiefs of Police. She is published in her area of expertise, and wrote on Ethics in The Handbook of Police Psychology and on Dealing with Suicidal Subjects in Police Chief Magazine. She routinely presents locally and nationally at conferences on police and public safety psychological-related topics.

Dr. McCutcheon has provided psychological services to the Maricopa County Sheriffs Office since

1999, to the City of Peoria since 2006, to the City of Surprise since 2006, to the Town of Gilbert since 2007, to the City of Tolleson since 2009, to the City of El Mirage since 2006, to the Maricopa County Attorney's Office since 2012, to the Phoenix Police Department and Phoenix Police Department Employees Assistance Unit (EAU) since 2007, to the City of Avondale Police Department since 2007, to the Town of Buckeye since 2010, to the City of Sedona since 2011, to the City of Tempe since 2012, and to the City of Mesa since 2013.

Dr. McCutcheon employs five psychologist contractors. Each psychologist with Jeni McCutcheon Psy.D., PLLC has police and public safety psychology experience. She provides clinical services and oversees and co-ordinates the services of psychologists, Drs. Shalene Kirkley, Luz Cornell, Doug Bergstrom, Danielle Hernandez, and Melanie Anderson. Detailed information about each of these contractors is included in the Key Personnel Qualifications Document and Resume section.

Jeni McCutcheon Psy.D., PLLC is solely owned by a woman. The company is committed to cultural diversity values and recognize the impact of cultural factors on psychological testing and counseling. The company employs psychological tests which compare a candidate's responses not only to incumbent police and public safety officers, but also to a community group, a larger public safety applicant group, and gender and racial minority groups of the respondent.

General Project Approach:

Jeni McCutcheon Psy.D., PLLC seeks to provide psychological services for MCSO to meet the Office's need for processing and hiring qualified applicants in today's fast-paced, competitive hiring culture. Additionally Jeni McCutcheon Psy.D., PLLC seeks to assist the Office in special assignment selection and provide supportive intervention services that support the Office and the Office's personnel following Post Shooting, Use of Force and other Critical Incidents. Jeni McCutcheon Psy.D., PLLC is available for other needed services, such as teaching, training and consultation, and post-military deployment return to work meetings, per contract.

Jeni McCutcheon Psy.D., PLLC aspires to the highest standards of police psychology and customer service. Jeni McCutcheon Psy.D., PLLC works with a national database for police and public safety psychology to ensure that evaluations are empirically-based, population specific and sensitive to age, race, gender and cultural considerations. Each report is subjected to Quality Assurance to guarantee uniformity of applicant ratings, evaluation procedures, and data analysis. Interviewing psychologists work with Quality Assurance to complete pre-employment and special operations unit evaluations within 24-48 hours. Coordinating psychological services with the Pre-employment Services Division is made a priority. Scheduling can be accomplished instantly by the Office as Dr. McCutcheon's office utilizes an electronic scheduling system. Dr. McCutcheon offers continuous availability to Office personnel for questions. Her goal is to return phone calls and emails from Office personnel within hours, and definitely within one business day.

Overview/Description of Services:

Electronic Communication, Scheduling and Report Submission: Jeni McCutcheon Psy.D., PLLC believes in ease of communication and excellent customer service. Her office utilizes the advantages of data-based systems. Email communication is encouraged. The standard is to respond to emails the same day and no later than one business day. To schedule services Jeni McCutcheon Psy.D., PLLC has an online scheduling service. This service is via her website at www.DrJeni.org and allows for round-the-clock scheduling access. Schedules are available three months in advance or greater if needed, to meet MCSO hiring needs. Completed pre-employment and SWAT evaluations are encrypted and transferred electronically to designated MCSO personnel (specifically the Pre-employment Services Division Commander) typically within 24 to 48 hours and definitely within the 7 day deadline after the applicant's interview with the psychologist (excepting only when additional background information needs to be obtained from a mental health provider who treated the applicant).

Pre-employment Applicant Testing: Post conditional offer of employment psychological pre employment evaluations are conducted with MCSO applicants. The evaluations are conducted in

accord with the professional practice standards for pre-employment evaluations of the International Association of Chiefs of Police. The purpose of the assessment is to identify suitable applicants and applicants' resources for successful functioning in public safety work. Evaluations also provide the Office Pre-employment Services commander with documented behavioral evidence and when indicated, no-hire recommendations to assist in identifying applicants who demonstrate significant signs of psychopathology or emotional instability, or who lack the basic ability, mental acuity or personality traits needed to meet the essential job functions of public safety positions.

Once reports are received by the designated Office personnel, the psychologist and background investigator may arrange a case staffing to identify additional steps needed to complete an evaluation or clarify questions the Office personnel may have.

Special Operations Unit (TOU/SWAT) Operative Evaluations:

The procedure used by Jeni McCutcheon Psy.D., PLLC for tactical unit and other special assignment evaluations is similar to the pre-employment procedure. SWAT applicants, for both initial and annual reviews, complete written tests and are interviewed by a psychologist. Additionally, these evaluations involve a detailed inquiry into the candidate's preparation for the assignment, and relevant other factors (such as an ability to work as a close-knit team, willingness to take tactical action, follow orders even if resulting in loss of life, dealing with diverse subjects, and willingness to make lifestyle modifications to enhance their and team performance).

As with pre-employment applicants, a Management Summary Letter and Employment Suitability Assessment Report are completed and reviewed by quality assurance. Only the Management Summary Letter indicating either suitable or unsuitable ratings is forwarded to the Office in accord with precedent established in case law concerning personal information released in psychological evaluations of incumbent employees. The Employment Suitability Assessment Report for the SWAT applicant or incumbent is kept in the applicant's file at Jeni McCutcheon Psy.D., PLLC.

Post Shooting or Use of Force Critical Interventions:

Supportive interventions for employees returning to work after a use of force or other critical incident are available. One-on-one sessions with a psychologist are offered in accord with standards of professional practice for Officer-Involved Shooting Guidelines of the International Association of Chiefs of Police. Post use of force sessions and post critical incident sessions are not evaluations of fitness for duty to return to service. These sessions with a psychologist offer a confidential setting for employees, personnel and family members to explore their thoughts, reactions, and family's responses to the use of force incident. A letter describing the intervention provided and confirming attendance only is provided. The session remains confidential and is protected under Doctor-Patient privilege.

Fitness (or Duty) Evaluations: Jeni McCutcheon Psy.D., PLLC does not offer Fitness for Duty evaluations. The practice focus for Jeni McCutcheon Psy.D., PLLC is pre-employment evaluations, special selection evaluations and varied clinical services. A significant conflict of interest can exist when providing both clinical services (such as post-shoot one-to-one interventions) and Fitness for Duty evaluations. We appreciate the importance of the sheriff's office having access to high quality and time-sensitive fitness for duty evaluations. Jeni McCutcheon Psy.D., PLLC assists by identifying for the office local psychologists with expertise in Fitness for Duty evaluations.

Access to Command Staff: Jeni McCutcheon Psy.D., PLLC is available to assist command staff as needed within our regular office hours.

Consultation and General Advisement: Jeni McCutcheon Psy.D., PLLC is available to offer consultation and general advisement to sheriff's office managers within our regular office hours.

Court Testimony: Jeni McCutcheon Psy.D., PLLC stands behind our work and is available for court testimony if subpoenaed by the court.

Call Outs: Jeni McCutcheon Psy.D., PLLC does not provide call out assistance to scenes. As we hold regular office hours with scheduled appointments, we are available for in office services. We also encourage the Office to consider the importance of the legal protection of Doctor-Patient privilege afforded by individual face-to-face meetings with the psychologist. In the event of line of duty death, officer involved shootings, and other emergency situations concerning personnel and their dependents, we are available to offer clinical, therapy, and consultation services as needed within our regular office hours.

Other Services Available:

Return from Military Deployment Interventions:

Supportive interventions for employees returning to work after military deployment are available. One-on-one sessions with a psychologist are offered to assist the employee in processing their military deployment experience, their return home and adjustment back to civilian life and return to work status. These meetings are not evaluations of fitness for duty to return to service. The post-deployment meetings with a psychologist and offer a confidential setting for employees to explore their thoughts, reactions, and family's responses to their being away, returning, and transitioning back to work at the Office. A letter describing the intervention provided and confirming attendance only is provided. The session remains confidential and is protected under Doctor-Patient privilege.

Special Unit Support:

Group and/or individual quarterly meetings with detectives and other personnel assigned to tough work assignments are a growing service in Dr. McCutcheon's practice. Agencies are recognizing the value of employee retention, keeping employees healthy and having a safe and confidential place to process work stressors, including dealing with difficult case material, heavy caseloads, and balancing work and family demands in the midst of time-sensitive, often public and always important cases. Services offered are as simple as quarterly educational and "talking meetings" with entire units (homicide, sex crimes), to trainings with units about resilience and coping at work, to individual quarterly meetings (not mandated but attendance highly encouraged for all in the unit) with individual employees. These are regarded as confidential meetings, whether group or individual.

Critical Incident Stress Management Team Consultation and Supervision:

Critical Incident Stress Management Team training and supervision services are available to peer- support teams. Jeni McCutcheon Psy.D., PLLC utilizes a critical incident stress management team approach developed by the International Critical Incident Stress Foundation (ICISF). Dr. McCutcheon and several of our contractors are certified in ICISF basic and group interventions for CISM.

Teaching, Training & Consultation Services:

Teaching and training services are available for specialized topics in psychology and behavioral health, including stress management, anger/conflict management skills, domestic violence, interpersonal skills training, and sleep deprivation in relation to policing and SWAT teams. Consultation is available to all levels of Office personnel on psychological and behavioral-science related topics, as well as dealing with problematic employees and other management issues.

Detailed Description of Pre-employment Evaluation and Post Use of Force Interventions:

Pre-employment - assessment process:

Applicants are administered written psychological tests (described on the next page). Applicant's test responses are scored using a national data bank containing responses of more than 30,000 incumbent police and public safety personnel. Applicant consent forms, background history forms and test results are distributed securely and electronically the day the applicant completes written testing to the interviewing psychologist to ensure they are available to the psychologist before the applicant's interview appointment.

A standardized, one-on-one behaviorally oriented clinical interview with the applicant is conducted. The interview covers psychological and life history issues identified by

psychological testing and collateral information, including the background report and polygraph report (if available).

Two reports are prepared for each applicant. The first report, a one-page short report called the Management Summary Letter, is completed within 48 hours. The Management Summary Letter contains the employee's name, agency and position applied for, the date the applicant was seen and a suitability statement. The second report, a longer report, is the Employment Suitability Assessment Report. This report summarizes the applicant's psychological testing, life history, and interview information. The report has a recommendation regarding the psychological fitness of the applicant for employment with MCSO. It includes a 1-5 rating which is described below. Applicants are rated on each of the California Commission of Patrol Officer Psychological Screening Dimensions (a widely used model for conceptualizing applicants) (see sample report in Appendix A for a description of the CA POST dimensions). An electronic copy of the report is available to MCSO staff within seven days of the candidate's one-to-one interview, though Jeni McCutcheon Psy.D., PLLC strives to have this report available within a day or two of the candidate's one-to-one interview. For the evaluations performed by Dr. McCutcheon and her contractors, the average turnaround time is same-day for reports. An exception to this timeline is when the applicant must have a mental health provider complete Provider Therapy Release Form(s). With those applicants the Office is notified of the delay, the reason for the delay, and the finished report is submitted as soon as the applicant provides the requested mental health information and the report is completed.

Test battery: The evaluation test battery includes multiple measures:

- o The Personality Assessment Inventory (PAI) assesses emotional stability.
- o The California Psychological Inventory (CPI) assesses suitability, that is, if the applicant possesses personality traits research has demonstrated are associated with successful performance in public safety work. Both the CPI and PAI have specific norms for law enforcement populations, by job category (police officer, detention officer, communications dispatcher, specialty assignment).
- o The Wonderlic Personnel Test (WPT) to measure likelihood of academic success in the academy and on the job.
- o The State Trait Anger Inventory (STAXI) to measure the applicant's anger styles and self-report of anger management.
- o The Psychological History Questionnaire compares the applicant's behavioral history with those of successful incumbent officers.
- o A Supplemental Personal History Questionnaire is used to gather additional information about the applicant's substance use, legal, sexual, job problem, and psychological treatment history.
- o Applicants are required to write an essay describing their motivation for a law enforcement career, why they think they are qualified, and their expectations about the work. The writing sample provides a gauge of the applicant's written communication skills and motivational mindset.

Rating Scale: Psychological evaluations utilize an employment suitability rating scale of A-F/1-5, with A-C/1-3 applicants recommended for hire and D-F/4-5 applicants not recommended for hire. The ratings reflect the following values:

- D A/1. WELL SUITED (OUTSTANDING/SUPERIOR): The applicant's psychological traits are expected to contribute to above standard performance of essential job functions.
- D B/2. SUITABLE (ABOVE AVERAGE): The applicant's psychological traits are not expected to interfere with the performance of essential job functions.

- D C/3. SUITABLE (AVERAGE): There are some concerns about psychological traits that could interfere with the performance of essential job functions.
- D D/4. POORLY SUITED: Psychological traits have been identified that are expected to significantly interfere with the performance of essential job functions.
- O F/5. NOT PSYCHOLOGICALLY SUITED (UNSUITABLE) for public safety employment.

SWAT operative assignment - assessment process:

The procedure used for tactical unit assignment evaluations is similar to the pre-employment procedure. SWAT applicants, for both initial and annual reviews, complete written tests and are interviewed by a psychologist. Only the Management Summary Letter indicating either suitable or unsuitable ratings is forwarded to the Office due to recent case law concerning release of personal information regarding incumbent employees. The Employment Suitability Assessment Report is kept in the applicant's file at Jeni McCutcheon Psy.D., PLLC.

Post Use of Force and Other Critical Incident Interventions:

Jeni McCutcheon Psy.D., PLLC offers critical incident interventions in supportive, confidential therapy sessions. One-on-one sessions with a psychologist are offered in accord with standards of professional practice for Officer-Involved Shooting Guidelines of the International Association of Chiefs of Police. These are protected under Doctor-Patient privilege.

Practical Office Information/Business

Practices: Office Location and Hours:

All psychological services, whether delivered by Dr. McCutcheon or her contractors, are coordinated through and provided at Dr. McCutcheon's office in central Phoenix, located at 4501 North 22nd Street, Suite 190, Phoenix, Arizona, 85016. Office hours are 8:30a.m. to 5:00p.m. Monday, Tuesday, Thursday and Friday, and by appointment on Wednesday. Wednesday times are easily added in busy hiring times or when there is a need for services due to a critical incident. The office is located in Central Phoenix. The Contact Person concerning is Dr. McCutcheon. She can be reached at (602) 368-2526, jenimccutcheon@aol.com and www.DrJeni.org as well as at the above address.

Contingencies for Personal or Medical Leave:

Dr. McCutcheon plans personal leave twice yearly, typically for one week at a time, once around late December when the practice tends to be slow, and once in early to mid-summer. When doing so, she will notify agencies of upcoming leave and appointments available in her absence. She will often offer many more appointments directly before and following leave time. In addition, she schedules one or more contractors in the office for multiple appointment times when she is away. Excepting for the December leave, her office typically remains open during these times and her administrative assistant is available to field calls and inquiries and be in touch with Dr. McCutcheon to address needs that arise in her absence. When closed for December leave, email and voice mail is regularly checked in case there is an emergency that requires assistance. Should Dr. McCutcheon be unavailable for an extended time or is incapacitated, her contractors would step in to meet the business needs of her practice. Dr. McCutcheon staffs Jeni McCutcheon Psy.D., PLLC to ensure that services are readily and timely available to meet the Office's needs.

Appointments Made after Time of Contact:

To schedule services Jeni McCutcheon Psy.D., PLLC has an online scheduling service. This service is via her website at www.DrJeni.org and allows for instant, round-the-clock scheduling access. Scheduling can be as simple as a next-day appointment and we routinely have scheduling of appointments available within the next one to five days. The scheduling calendar allows for scheduling appointments three to four months in advance. Background investigators and Office personnel can assign applicants to available slots. If names of applicants are not yet known, and personnel would like to "hold"

appointment slots, this is easily accomplished, with our office receiving names of candidates at a later time. Therapy appointments are booked similarly, with round-the-clock scheduling access. If personnel prefer to schedule via telephone, they may simply call our office. In times of a major critical incident, special selection processing or a hiring push to fill positions and academy slots, entire days can be pre-booked and set aside for the Office's needs. Again, scheduling can be as simple as a next-day appointment and we routinely have scheduling of appointments available within the next one to five days. In cases of emergency, such a severe critical incident or Line of Duty Death, times for additional appointments are prioritized and created for the Office's needs.

Policy for "No Show" or "Late Cancellations":

Jeni McCutcheon Psy.D., PLLC requires 24-hours' notice for cancellation of service. Fees for no shows and late cancellations (which are cancellations with less than 24-hours' notice) are included in our fee sheet.

Confidentiality and Security of Patient Records:

Confidentiality of client information is a critical issue for Jeni McCutcheon Psy.D., PLLC. Information disclosed during evaluations and clinical services often involves sensitive personal information.

To maintain privacy informed consent is approached diligently. For evaluations the applicant or officer signs consent forms and is orally informed at the beginning of the interview that the Office is the client. The Office designee receives information about an applicant and their suitability, not the person being interviewed. For one-on-one post use of force interventions, return from military deployment and special unit support services, the person meeting with the psychologist is the client, not the Office. That means that information shared with the psychologist is confidential except as defined by law; that is, duty to report elder abuse or child abuse or duty to warn when someone is an imminent danger to self or others. Confidentiality can be also limited by a specific court order.

To assure confidentiality Jeni McCutcheon Psy.D., PLLC recommends that detailed assessment reports be stored separate from the applicant's personnel file, if hired. It is expected that detailed narrative reports will not be shown to the applicant by Office personnel or other persons. Additionally, it is expected that evaluation reports will be used only for pre-employment hiring decisions for the position applied for, or for the special assignment evaluations.

Feedback is not given to applicants regarding their evaluation results. Applicants sign an Informed Consent Form that waives access to the report, testing data, results of the assessment process, and recommendations.

Policy for Release of Records:

Other than delivering finished reports to designated MCSO personnel, Jeni McCutcheon Psy.D., PLLC does not release pre-employment or special selection records, except as required by court order or as otherwise required by law. We ask that the Office refrain from releasing our evaluations to applicants, to other outside parties, or to parties within the Office that do not have a legitimate business purpose for reading these evaluations. When an employee is a clinical client, we release records only in accordance with the written consent of the client employee or as otherwise required by law. "As required by law" may comprise situations of imminent danger to self or others, when child or elder abuse exists, as required by court order, or in the event of litigation or AZ Board of Psychologists Examiners action.

Because of ethical and copyright constraints psychological test booklets containing test questions are not presented. Upon request, we will provide access to copies of psychological test instruments used for evaluations.

Policy for Retention of Records:

All applicant psychological files, testing materials, and copies of the reports are maintained in a secure, locked facility accessed only by the owner Jeni McCutcheon Psy.D., PLLC, their contractors

and office personnel. Files are maintained for six years in accordance with Arizona Revised Statutes regarding medical records maintenance.

Qualifications List of Sub-Consultants:

Dr. McCutcheon owns Jeni McCutcheon Psy.D., PLLC. Her contractors are Drs. Shalene Kirkley, Luz Cornell, Doug Bergstrom, Danielle Hernandez, and Melanie Anderson. Each is capable of



providing all available services.

Organizational Chart:

Key Personnel Qualifications:

Dr. Jeni McCutcheon is the owner of Jeni McCutcheon, Psy.D., PLLC. Dr. McCutcheon has provided extensive services to police and public safety agencies similar to the size of MCSO throughout Arizona since 1999 on a continuous full-time basis. She is one of few psychologists in Arizona whose practice specializes in police and public safety psychology services. Dr. McCutcheon is a Board Certified Specialist in Police & Public Safety Psychology through the American Board of Professional Psychology (ABPP). She is one of only three Arizona psychologists that hold this certification, a mark of the highest level of competence in her specialty area. She has been a licensed psychologist since 2001, in private practice as a psychologist in Phoenix, AZ since 2001 and conducting pre-employment evaluations and providing other psychological services for public safety positions since 1999. Dr. McCutcheon is a full-time public safety psychologist specializing in work with police, fire, corrections and detention populations and agencies. She is licensed as an Arizona Psychologist and has been licensed continuously since September 2001.

She has provided psychological services for law enforcement agencies including the Maricopa County Sheriff's Office, the Maricopa County Attorney's Office, the Graham County Sheriff's Office, the cities of Peoria, Mesa, Phoenix, El Mirage, Youngtown, Surprise, Glendale, Avondale, Tolleson, Goodyear, Buckeye, Gilbert, Scottsdale, Sedona, Prescott, Kingman, and Lake Havasu, the Arizona Department of Public Safety, the Arizona Department of Transportation, and the Arizona Department of Corrections. She has provided psychological services for Arizona fire departments including the cities of Peoria, El Mirage, Surprise, Avondale, Scottsdale, Harquahala, Verde Valley and Sedona.

These services encompass pre-employment evaluations, specialty-assignment selection and officer involved shooting, use of force and other post-critical incident services, clinical counseling services to personnel and their family, training and teaching at various law enforcement academies. The primary services she currently provides are psychological assessments, psychotherapy services including post-critical incident and post-officer involved shooting services, consultation, teaching and training and CISM/Peer Support Team selection, development and management services.

She was past director of a behavioral health services unit and CISM team, and managed an internal EAP and chaplaincy program, all within MCSO, a large law enforcement agency. In both agency settings and in her private practice, Dr. McCutcheon has directed teams of psychologists completing public safety evaluations and has personally conducted over 10,000 public safety evaluations and has supervised well over 7,000 evaluations conducted by psychologists she has supervised.

Dr. McCutcheon is an active member of the American Psychological Association, the Arizona Psychological Association, the American Jail Association, and the International Association of Chiefs of Police Psychology Services Section. She is an elected member of the Executive Board of the International Association of Chiefs of Police Psychology Services Section and currently serves as the Immediate Past General Chair. She wrote a chapter on police psychology and ethics in the 2011 Handbook of Police Psychology and co-wrote an article on dealing with suicidal subjects in Police Chief Magazine (2013). She is an FBI-trained hostage negotiator and certified in basic and advanced group critical incident stress debriefing through the International Critical Incident Stress Foundation. She has also completed a post-doctoral master's degree in clinical psychopharmacology. She has presented at national conferences on rebuilding public safety psychological services units, armed standoffs, suicide by cop incidents, suicide awareness and prevention, pre-employment evaluations, fitness for duty evaluations, officer involved shooting incidents, and Tarasoff and Duty to Warn situations. She is the immediate past chair of the Ethics Committee for the Arizona Psychological Association.

Dr. McCutcheon has extensive training and experience in treating PTSD and other major mental health disorders. She practices Cognitive Behavioral, Rational Emotive, Eye Movement Desensitization Reprocessing (EMDR), and supportive therapy modalities. She also has an extensive background in critical incident response and crisis management and stabilization.

Dr. McCutcheon has worked in the mental health field since 1993. Prior to work in law enforcement, she worked as a mental health professional in public and governmental agencies, including Indian Health Services, Veterans Affairs Medical Centers, and the Arizona State Hospital. She has also worked in community mental health centers, public and private psychiatric hospitals, at a neuropsychiatric rehabilitation facility, and as part of a mobile crisis team where she worked jointly with law enforcement to provide services to seriously mentally ill individuals. She resides in Goodyear, AZ with her husband, son and daughter.

Dr. Danielle Hernandez has worked with Dr. McCutcheon since 2006. She is a psychologist at the Carl T. Hayden Veterans Affairs Medical Center where she specializes in PTSD treatment as well as conducts psychological pre-employment evaluations for police officer positions. She has a part-time private practice where she provides services to public safety personnel within an office at Dr. McCutcheon's practice location. She was employed at the Maricopa County Sheriff's Office from 2006 to 2007. Her duties at MCSO included pre-employment evaluations, post-critical incident one-to-one interventions, counseling to personnel and family members, teaching at various academies, and consultation to supervisors and law enforcement personnel. Dr. Hernandez is ALEA certified as a hostage negotiator. She is a member of the American Psychological Association. She is licensed in the state of Arizona since 2007.

Dr. Luz Cornell is a clinical psychologist, consultant, and trainer, has worked with Dr. McCutcheon since 2007 and has over 18 years of experience working with public safety personnel. She earned Bachelor of Arts degrees in both Psychology and Sociology/Anthropology from Florida

International University in 1989. After completing her doctorate degree in Clinical Psychology from Nova Southeastern University, she joined the Miami-Dade Police Department as a Police Psychologist. Dr. Cornell's expertise was in providing counseling to individuals, couples, and families experiencing a wide range of stressors. She also provided crisis intervention and critical incident debriefings following police shootings, on-duty deaths and various traumatic police situations. Dr. Cornell debriefed and counseled personnel affected by large-scale incidents including Hurricane Andrew, ValuJet Flight 592 plane crash and the World Trade Center attacks. She has an extensive background in treatment of PTSD. She was a consultant for various specialized investigative units and the Hostage Negotiation Team. In 1999, Dr. Cornell joined a private law enforcement consultation firm in Miami. Her practice included providing counseling, pre-employment psychological screenings of police, correctional, and firefighter applicants, Fitness-For-Duty Evaluations and consultation with police administrators with agencies throughout Florida. She was often consulted for her vast expertise in the diagnosis and treatment of post-traumatic stress disorder. Additionally, she developed and implemented stress management and other group training programs. Dr. Cornell is currently the Director of the Behavioral Sciences Unit in the Tucson Police Department. The Behavioral Sciences Unit (BSU) offers a variety of programs and services to Department members and their families, such as the Peer Support Program, critical incident stress debriefings and crisis intervention. Dr. Cornell provides individual, marital and family therapy to Department employees. She coordinates psychological evaluations for new hires and special assignment personnel and Fitness-For-Duty Psychological Evaluations; consults with all levels of staff; designs and implements programs and training; and makes notifications/provides support to personnel and family members following the death or serious injury of an employee.

Dr. Shalene Kirkley has been a licensed psychologist in Arizona since 2009 and began work with Dr. McCutcheon in 2012. She obtained her Ph.D. from the University of Alabama with a specialization in Psychology and Law under the mentorship of Stanley Brodsky, Ph.D. Prior to entering her doctorate program, she obtained extensive experience in neuropsychological assessment through her work at the VA Boston Healthcare System. Since that time, Dr. Kirkley has conducted forensic evaluations in both criminal and civil courts, assisted in trial consultation and jury selection in federal and state courts, conducted individual and group treatment in correctional and community settings, and provided psychological assessments for law enforcement pre-employment screenings. In 2004 she was certified by the Federal Bureau of Investigation in hostage negotiation and assisted in their specialized training program for law enforcement officers in Alabama for three years. She is an Adjunct Professor at the Arizona School of Professional Psychology / Argosy University, Phoenix where she teaches assessment courses to doctoral students in the Clinical Psychology program, ethics in the Master of Arts in Forensic Psychology program, and forensic psychology electives to undergraduate students. She currently maintains a private practice conducting risk assessments and consulting for secure behavioral units in the greater Phoenix metro area. Dr. Kirkley also serves as Chair of the Arizona Psychological Association's Psychology-Law Committee.

Dr. Douglas Bergstrom has been a trusted colleague of Dr. McCutcheon's since 1999 and is a clinical psychologist in private practice in Prescott, Arizona. He has been licensed by the Arizona Board of Psychologist Examiners since 1985. Dr. Bergstrom has been providing psychological services to the law enforcement community of Northern Arizona for over 20 years. The bulk of his work has involved pre-employment psychological screenings and fitness-for-duty evaluations of police personnel, but Dr. Bergstrom also has extensive experience counseling police agency employees (officers, dispatchers) in both private and mandatory counseling arrangements, including post-shooting support services. Dr. Bergstrom is certified in Critical Incident Stress Debriefing by the International Critical Incident Stress Foundation and has also conducted group critical incident stress debriefings for patrol officers, detention officers and dispatchers as well as fire personnel. He also has been performing pre-employment and pre-arrest psychological screenings for probation personnel since this requirement began in Arizona in 2004, and he serves the Adult and Juvenile Probation departments of many Arizona Counties on a regular basis. Finally, Dr. Bergstrom has been involved in developing peer helping programs for officers in need for the Yavapai County Sheriff's Office and Yavapai County Probation Departments. In addition to his public

safety work, Dr. Bergstrom maintains a full-time practice of assessment and therapy of adults, adolescents and children. He is skilled in the treatment of PTSD as well as other major mental health disorders.

Dr. Melanie Anderson is a newly licensed psychologist in Arizona, and has been associated with Dr. McCutcheon, persistently expressing her interest in working as her contractor and in the area of police and public safety psychology since 2010, when they met. Since Dr. McCutcheon only employs licensed psychologists, she is pleased to now welcome Dr. Anderson to her practice. Though Dr. Anderson is a competent professional capable of independent practice, Dr. McCutcheon is bringing Dr. Anderson on for a year-long supervised training process. This will assure that she is competent and consistent with Dr. McCutcheon's protocols and business practices. In the interim, all work (as with all of Dr. McCutcheon's contractors) is fully supervised to assure reliable, consistent service provision across contractors. Dr. Anderson completed her B.A. in Psychology at the University of South Florida (USF); her M.Ed. in Education, Counseling-Human Relations and M.Ed. in Special Education at Northern Arizona University (NAU); and her M.A. and Psy.D. in Clinical Psychology at Argosy University/Phoenix. She currently teaches graduate counseling courses at Ottawa University and Argosy University in the Mental Health Counseling Department. More recently, she was hired to teach in the graduate Forensic Psychology Department at Argosy University. Dr. Anderson's internship and residency training focused on forensic assessment experience in DDSA (Social Security) evaluations with children, adolescents, and adults, as well as Fitness for Duty/Work Fitness Evaluation and Consultation. Moreover, Dr. Anderson received training in FAA Psychological/neuropsychological, CogScreen AE and substance use disorder evaluation, as well as adolescent and adult intensive outpatient treatment for substance use disorders, and Employee Assistance Program (EAP) services. She has provided individual and couples therapy, as well as group therapy to both police officers and firefighters. Dr. Anderson is Clinical Director, Licensed Psychologist, and co-owner and associate founder of Black Mountain Behavioral Health, LLC, a state licensed behavioral health facility, licensed by the Arizona Department of Health, Office of Behavioral Health which is an outpatient behavioral health clinic specializing in substance use related disorders, comprehensive outpatient therapy services including intensive outpatient substance abuse program (IOP), Drug/Alcohol screening, evaluation and treatment, voluntary or as mandated by court order, and evaluation for driver privilege reinstatement for Arizona Department of Transportation. She also owns a private practice, in Scottsdale, Arizona, and provides Independent psychological assessment/evaluation and clinical consultations to skilled nursing facilities.

Ms. Brooke Nelson is Dr. McCutcheon's Administrative Assistant and has been employed in Dr. McCutcheon's practice since October 2014. Her background includes administrative assistant work in a sales environment. Her skills include extensive experience with customer service, office management, computer programs, forms and office work products. She is distinguished by her attention to detail, work ethic and professional demeanor.

Key Personnel

- Jeni McCutcheon, Psy.D.
- Danielle H. Hernandez, Ph.D.
- Luz M. Cornell, Ph.D.
- Shalene Kirkley, Ph.D.
- Douglas Bergstrom, Ph.D.
- Melanie Anderson, Psy.D.

JENI MCCUTHCEON PSY.D., PLLC, P.O. BOX 7677, GOODYEAR, AZ 85338

PRICING SHEET: NIGP CODE 94876

Terms:	NET 30
Vendor Number:	2011002561 0
Certificates of Insurance	Required
Contract Period:	To cover the period ending June 30, 2018.